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| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | | 1. Contract ID Code Firm-Fixed-Price | | Page 1 Of 4 | |
| 2. Amendment/Modification No. 0005 | | 3. Effective Date 2001AUG15 | | 4. Requisition/Purchase Req No. SEE SCHEDULE | | 5. Project No. (If applicable) | |
| 6. Issued By TACOM-ROCK ISLAND AMSTA-LC-CTR-R JUDY BECHTLER-HOLZER (309)782-8530 ROCK ISLAND IL 61299-7630 EMAIL: BECHTLER-HOLZERJ@RIA.ARMY.MIL | | Code W52H09 | | 7. Administered By (If other than Item 6) <div style="display: flex; justify-content: space-between;">SCDPASADP PT</div> | | | |
| 8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) | | | | <input checked="checked" type="checkbox"/> 9A. Amendment Of Solicitation No. DAAE20-01-R-0083 | | | |
| | | | | <input type="checkbox"/> 9B. Dated (See Item 11) 2001JUN29 | | | |
| | | | | <input type="checkbox"/> 10A. Modification Of Contract/Order No. | | | |
| | | | | <input type="checkbox"/> 10B. Dated (See Item 13) | | | |
| Code | | Facility Code | | | | | |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS | | | | | | | |
| <input checked="checked" type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input checked="checked" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning <u>2 signed</u> copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. | | | | | | | |
| 12. Accounting And Appropriation Data (If required) | | | | | | | |
| 13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS It Modifies The Contract/Order No. As Described In Item 14. | | | | | | | |
| <input type="checkbox"/> A. This Change Order is Issued Pursuant To: The Changes Set Forth In Item 14 Are Made In The Contract/Order No. In Item 10A. | | | | | | | |
| <input type="checkbox"/> B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b). | | | | | | | |
| <input type="checkbox"/> C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: | | | | | | | |
| <input type="checkbox"/> D. Other (Specify type of modification and authority) | | | | | | | |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office. | | | | | | | |
| 14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION | | | | | | | |
| Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. | | | | | | | |
| 15A. Name And Title Of Signer (Type or print) | | | | 16A. Name And Title Of Contracting Officer (Type or print) | | | |
| 15B. Contractor/Offeror (Signature of person authorized to sign) | | 15C. Date Signed | | 16B. United States Of America By (Signature of Contracting Officer) | | 16C. Date Signed | |
| NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE | | | | 30-105-02 | | STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243 | |

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| Name of Offeror or Contractor: | | |

SECTION A - SUPPLEMENTAL INFORMATION

THE PURPOSE OF THIS AMENDMENT (0005 TO SOLICITATION DAAE20-01-R-0083) IS TO:

1. ADD THE CLAUSE ENTITLED "EVALUATION PROCEDURES FOR USE OF GOVERNMENT-OWNED PRODUCTION AND RESEARCH PROPERTY".
2. PROVIDE AN ALTERNATE METHOD FOR SUBMISSION OF PROPOSALS AGAINST THIS SOLICITATION. PROPOSALS ARE STILL REQUIRED TO BE SUBMITTED IN ELECTRONIC FORMAT. IN ADDITION TO SUBMITTING PROPOSALS THROUGH THE BID RESPONSE LINK ON THE TACOM-RI BUSINESS OPPORTUNITIES, OPEN SOLICITATIONS WEB PAGE, OR VIA FACSIMILE (DATAFAX) TO 309/782-2047 AS STATED IN CLAUSE L-12, ELECTRONIC BIDS/OFFERS CLAUSE FOUND ON PAGE 66 OF THE SOLICITATION, PROPOSALS MAY BE TRANSMITTED VIA E-MAIL TO TACOM-RI-TDP@RIA.ARMY.MIL OR TO BARNESG@RIA.ARMY.MIL.
3. MAKE THE FOLLOWING CHANGES TO THE PERFORMANCE DESCRIPTION FOR LIGHT WEIGHT PORTABLE SMALL ARMS RANGE:

PARAGRAPH 3.4. Range Control Station (RCS): CHANGE THE 3RD SENTENCE TO READ: "All RCS equipment shall be designed to operate a year or more without downtime due to equipment failure."

PARAGRAPH 3.4.1. Range Control Computer (RCC).: REPLACE WITH THE FOLLOWING:

3.4.1. Range Control Computer (RCC). The RCC shall allow range personnel greater control over the range than is obtainable with a HHC. As a minimum, the RCS computer shall be a light weight, rugged portable computer which is IBM compatible 400 MHZ or better, PENTIUM computer with the most current version of Microsoft Windows, a 3 1/2 inch floppy disk drive, a CD ROM Drive, a hard drive, a 56KB internal FAX/MODEM with communication software, a pointing device and a SVGA color 1024 x 768 pixel or higher screen capable of at least 256 colors and AC and DC adapters. The RCC shall come with a printer cable to allow for connection to a parallel printer for printing out scores after a training day. A self-contained rechargeable power supply with a separate/detached recharging unit and a spare power supply shall be provided with the portable computer. Each portable power supply for the computer shall last a minimum of 4 hours active use without replacement.

THE DATE AND TIME SPECIFIED FOR RECEIPT OF PROPOSALS REMAINS UNCHANGED (20AUGUST2001, 3:45pm)

*** END OF NARRATIVE A 008 ***

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| <p style="text-align: center;">CONTINUATION SHEET</p> | <p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE20-01-R-0083 MOD/AMD 0005</p> | <p style="text-align: center;">Page 3 of 4</p> |
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Name of Offeror or Contractor:

SECTION M - EVALUATION FACTORS FOR AWARD

| <u>Status</u> | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|---------------|-------------------------|--|-------------|
| M-1 ADDED | 52.245-4519 TACOM-RI | EVALUATION PROCEDURES FOR USE OF GOVERNMENT-OWNED PRODUCTION AND RESEARCH PROPERTY | FEB/1996 |

(a) In accordance with FAR 45.201(a), the Government shall, to the maximum extent practical eliminate the competitive advantage accruing to a contractor possessing Government production and research property.

(b) If the offeror plans to use any item of Government production and research property in possession of the offeror or his proposed subcontractors under a facilities contract or other agreement with the Government independent of this solicitation, the offeror shall so indicate by checking the applicable box(es) below and by identifying such facilities contract or other agreement under which the property is held.

_____ Offer is predicated on use of Government property in offeror's possession.

_____ Offer is predicated on use of Government property in possession of offeror's proposed subcontractors or vendors.

Identification of facilities contract or other agreement under which such property is held:

Type of Contract or Agreement:_____

Number and Date:_____

Cognizant Government Agency (including address):_____

(c) Offeror is required to submit with his offer:

(1) The written permission of the Contracting Officer having cognizance over the property for use of that property, and whether such use will be on a rental or rent-free basis.

(2) A list or description of all Government production and research property which the offeror or his anticipated subcontractors propose to use on a rent-free basis. AMCCOM Form 71-R or equivalent will be used.

Bidders are cautioned that if a bid is submitted in response to an invitation for bids and if that bid is predicated on the use of Government property, then the failure of the bidder to submit the information required in this paragraph (c) may result in the bid being determined nonresponsive.

(d) To eliminate the competitive advantage an evaluation factor shall be added to each offer which is predicated on the use of the above detailed existing Government production and research property.

(e) For rent-free use of Government-owned production and research property, such use shall be evaluated by adding to the price of the item(s) at the rates set forth in FAR 52.245-9 for each month of the proposed production period. Where both rental use and rent-free use will occur during the same production period, the rent and the evaluation in lieu of rent-free use will be computed in accordance with the formula for proration set forth in the Use and Charges clause, FAR 52.245-9.

(f) The months that will be used for the purpose of the evaluation will be the period computed in months set forth by the offeror: _____ months (this period shall include the first, last, and all intervening months). The Contractor will be liable to pay rent for use of any Government-owned property which exceeds the time specified in this clause. If the bidder/offeror fails to specify the number of months in the blank provided, the delivery schedule will be used to determine the number of months of rent-free use required through the month scheduled for final delivery.

(g) The Government shall compute the use-evaluation factor, per-unit-procured, in accordance with the following formula:

$$\frac{TxRxPxS}{Q} = C$$

T: Total acquisition cost of facilities (including, if paid by the Government, cost of transportation and installation as well as any cost expended to enhance the condition of the machine).

R: Rental rate.

P: Production period (months).

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Q: Quantity of items to be procured.

S: Pro rata share, if applicable.

C: Evaluation factor to be added to unit price.

(h) This evaluation procedure shall not be applicable to any item or items of Government property held by the offeror under a valid lease or rental arrangement with the Government wherein the offeror is granted right of usage of such property and must pay a rental thereon for the entire leasehold/rental period irrespective of actual usage.

(i) If Government production and research property is being used on other work under one or more existing contracts for which use has been authorized, the evaluation factor shall be determined by prorating the rent between the proposed contract and such other work. The pro-rata share applicable to a proposed contract shall be determined by multiplying the full rental charge for use of Government production and research property for the period for which rent-free use is requested by a fraction, the numerator of which is the amount of use of such property requested by the contractor under this proposed contract and the denominator of which is the sum of the previous authorized use of the property by the contractor for the period and the use requested under the proposed contract. The Contractor must indicate in it's bid offer if a pro-rata share is applicable for this procurement.

(j) Special considerations relating to use of Government-owned facilities and special tooling by subcontractors.

(1) Evaluation factors applied to prime contractor's offers will be the same for both proposed prime contractor's and subcontractor's use of Government-owned property, including evaluation rates and production period.

(2) In the event that any prospective subcontractor desiring use of Government property pursuant to this provision refuses to quote a price to any prospective prime contractor or refuses to quote on an equal basis to all prospective prime contractors, the Government reserves the right to:

(i) Refuse to authorize the subcontractors use of such property, or;

(ii) Evaluate 100% of the acquisition cost (including cost of transportation, and installation, and enhancement paid by the Government) of such property against the offer of the prime contractor proposing to use such subcontractor.

(End of provision)